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July 30, 2019

Salesforce.com inc.
Salesforce Tower
ATTN: Aseem Gupta
415 Mission Street
San Francisco, CA 94105

**RE: M.G.L.c.93A Demand Regarding Licensing Contract
with the Massachusetts Republican Party (MassGOP)**

Dear Aseem Gupta:

Be advised this office represents MassGOP (Massachusetts Republican Party) an unincorporated association consisting of all enrolled Republican voters in the Commonwealth of Massachusetts, regarding the licensing agreement/subscription for services provided and to be provided, by salesforce.com Inc. hereinafter ("salesforce") commencing on or about September, 2015. On or about July 15, 2019, an unlawful breach of the agreement/subscription for services occurred according to my client.

At all times relevant, MassGOP was, and remains, a "Customer" as defined by the Salesforce Master Subscription Agreement (MSA) as updated/amended. At no time relevant hereto has MassGOP breached any of the terms and conditions of the MSA, including its obligation to:

- a) Refrain from assigning any of its rights or obligations (MSA, s12.8)
- b) Pay all fees specified in Order Forms (MSA s.5.1 through 5.6)

c) Conform to the Use of Services and Content terms (MSA s.3.1 through 3.5)

While in full compliance with its obligations under the licensing/subscription agreement, salesforce, without proper notice under the MSA, terminated access by the MassGOP to the services salesforce is obligated to provide to MassGOP as described in the MSA at section 2, SFDC RESPONSIBILITIES as "available 24 hours a day, 7 days a week, ...".

On January 17, 2019, MassGOP elected a new Chair, James J. Lyons, Jr., vested with general supervision of all its work, including authority to approve or disapprove all expenditures and to administer Massachusetts Republican Party affairs.

On July 15, 2019, MassGOP discovered salesforce unilaterally blocked access to a subscription for on-line services. A service provided to, and paid for, by MassGOP since September, 2015. After inquiry, salesforce communication to the MassGOP that an internal investigation would occur to determine why MassGOP was blocked from access.

As salesforce investigated, MassGOP, through its undersigned counsel, confirmed the original contracts with salesforce, named MassGOP as the subscription holder. Salesforce investigations revealed all invoices from inception of the contract/subscription were timely sent to MassGOP and timely paid by MassGOP.

On July 15, 2019, the salesforce investigation revealed contact by and between Tim O'Leary [toleary@charliebakerma.com] and Jim Conroy [jconroy07@gmail.com], Chris Ashby [chris@ashley.law] Dave Drummond [davedrummond@charliebakerma.com] Ryan Del Mastro [rdelmastro@charliebakerma.com] and John Cook [johncook6@gmail.com]. The email message among the foregoing concerned a cancelled check dated January 23, 2019 (6 days after Lyons was elected chair) in the amount of

\$12,273.79 payable to salesforce.com inc. from "The Baker Committee" in payment of an invoice to MassGOP for services under the then existing contract/subscription for services running exclusively to MassGOP. Salesforce records reflect the original invoice to MassGOP for \$12,273.19 dated November, 2018, was timely paid by MassGOP. The check tendered by "The Baker Committee" was accompanied by a curt explanation that the November, 2018 invoice was "paid from the wrong account", with a request that salesforce accept payment from an entity with no relationship to the subscribing MassGOP. The request did not originate from MassGOP. The request to reimburse MassGOP of its subscription/licensing did not originate from MassGOP. The Baker Committee check was signed by Brad Crate of RedCurve, an account/compliance manager firm that processed the MassGOP payment to salesforce in November, 2018.

Salesforce made no effort to contact its subscriber, Mass GOP, to discuss this highly unusual activity regarding the licensing agreement - instead sales force terminated access. According to the Salesforce Master Subscription Agreement, MassGOP at all times relevant, was, and continues to be, the Customer entitled to access to the proprietary information on the salesforce software which was initially, and specifically configured using confidential information of donors and potential donors to the Massachusetts Republican Party. Salesforce at all times relevant knew, or should have known, the proprietary information belongs exclusively to the MassGOP.

To date, Salesforce has denied MassGOP access to the Purchased Services despite having received notice of access termination to that proprietary information on or about July 15, 2019, and continuing.

It appears an unauthorized party has prompted salesforce to deny MassGOP access in breach of the MSA. After having been presented with verification of undisputed status as the exclusive customer status per the MSA, salesforce continued to unilaterally deny access to MassGOP.

As salesforce is aware, MassGOP has a primary function of fundraising to achieve the purposes and policies of the Massachusetts Republican Party. Its office has been located at 85 Merrimack Street, Boston, Massachusetts, since the inception of the licensing/subscription agreement to which this correspondence applies, all invoices were sent to MassGOP. Since Salesforce.com Inc. unlawfully terminated access to MassGOP's designated services on July 15, 2019, fundraising opportunities have been impacted. Based on the average of the past three (3) years, MassGOP's state fundraising is \$2,900 per diem, and National fundraising is \$5,000 per diem. Although the MSA attempts to exclude Consequential and Related Damages, the conduct of Salesforce in breach of its own MSA, has reached a level of unfairness and is outside the scope of the MSA, such that M.G.L.c.93A will apply as a separate claim under Massachusetts law.

In that regard, based upon information and belief, not only has Salesforce denied access to MassGOP, it has knowingly allowed access by unauthorized third parties, the specific identify of which is known to Salesforce. Salesforce is aware exclusively owned MassGOP information that populated the salesforce software initially, consisted of over 14,000 named individuals and businesses (proprietary/confidential) considered to be favorable sources of fundraising activity. Salesforce has intentionally and knowingly allowed access to MassGOP proprietary information by unauthorized third parties. Demand is hereby made by MassGOP for salesforce to cease and desist all unauthorized access to MassGOP proprietary information through salesforce purchased services paid by MassGOP.

Demand is also made to restore access to the MassGOP as regards the Purchased Services as defined by the applicable MSA.

Under the provisions of Mass. General Laws c.93A, this office is providing salesforce with the opportunity to make a written offer of settlement of these claims within thirty (30) days. Failure to make a reasonable settlement offer

within thirty (30) days of receipt of this demand letter will result in the commencement of a lawsuit under sections 2 and 9 of the Mass. General Laws c.93A, along with other claims, including actual damages plus double or triple damages, plus interest and attorney's fees.

The foregoing is asserted without prejudice, all rights and remedies of the MassGOP are reserved.

Very truly yours,

David W. Carr

DWC:jg

SENT VIA CERTIFIED MAIL: 7019 0700 0000 2731 8706

RETURN RECEIPT REQUESTED

cc: MassGOP